

RELEASE AND WAIVER OF LIABILITY FOR MAGNOLIA BRANCH WILDLIFE RESERVE

In consideration of being permitted to enter the facilities and premises of the Magnolia Branch Wildlife Reserve for any purpose, including, but not limited to, **walking, hiking, nature observation, camping, use of campgrounds and picnic pavilions, horseback riding, volleyball, horseshoes, kayaking, canoeing, swimming, water blob, zip lines, use of landing and tubing facilities or equipment**, or in any other manner, the undersigned guest ("Guest"), for himself/herself and his/her personal representatives and heirs, hereby acknowledges, agrees and represents that he/she, upon entering any Magnolia Branch Wildlife Reserve facility, shall promptly inspect the premises and equipment of said facility before any use thereof whatsoever. Guest further agrees that his/her use of any Magnolia Branch Wildlife Reserve premises, facility, or equipment shall constitute an acknowledgment by Guest that such premises, facility, and equipment has been carefully inspected and that the undersigned Guest finds and accepts the same as being safe and reasonably suited for the purpose of such Guest's use.

The undersigned Guest further understands and acknowledges that there are certain risks of physical injury and inherent potential dangers of the activities conducted within (or upon) the Magnolia Branch Wildlife Reserve. The undersigned Guest further understands and acknowledges the risks and dangers associated with his/her use of the Magnolia Branch Wildlife Reserve premises, facilities, and equipment, and that such use has inherent dangers of personal injury and property damage. The undersigned Guest further accepts sole responsibility for risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life, disfigurement, loss of or damage to equipment/property, exposure to extreme conditions, harmful physical conflicts with other guests, animal attack, snake bites, insect bites/stings, alligator attack, allergic reactions, lightning strikes, dangers arising from adverse weather conditions, falling, fires and burns, dangerous road or trail conditions, water hazards, land hazards, equipment failure, defective equipment, inadequate safety measures, criminal activity of other guests, poor lighting, and other undefined not readily foreseeable and presently unknown risks and dangers ("Risks"). Guest expressly assumes the Risks of any and all damage and injury of any kind or type which may result from any source whatsoever during his/her time on the premises of the Magnolia Branch Wildlife Reserve.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE GROUNDS AND FACILITIES OF THE MAGNOLIA BRANCH WILDLIFE RESERVE FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE PREMISES, FACILITY OR EQUIPMENT IN ANY WAY, THE UNDERSIGNED GUEST HEREBY ALSO AGREES TO THE FOLLOWING TERMS:

1. The undersigned Guest hereby releases, waives, discharges and covenants not to bring any claim or lawsuit against the Poarch Band of Creek Indians, Creek Indian Enterprises Development Authority, the Magnolia Branch Wildlife Reserve, or their respective agents, officials, employees, departments, enterprises, or entities (collectively and individually, the "Tribe"), from any and all claims, costs, liabilities, expenses and judgments whatsoever, including attorneys' fees and court costs, arising out of, relating to, or in connection with any Risks, or other loss or damage, lost or stolen property, or any claim or demands therefore on account of injury to the person or property or resulting in the death of the undersigned Guest, whether caused by the negligence of the Tribe or otherwise, arising out of, relating to, or in connection with the presence of the undersigned Guest while the undersigned Guest is in, upon, about or using any of the premises, facilities or equipment of the Magnolia Branch Wildlife Reserve.

2. The undersigned Guest hereby agrees to indemnify and hold harmless and defend the Tribe from any loss, liability, damage or cost the Magnolia Branch Wildlife Reserve may incur arising out of, relating to, or in connection with the presence of the undersigned Guest while the undersigned Guest is in, upon, about or using any of the premises, facilities or equipment of the Magnolia Branch Wildlife Reserve whether caused by the negligence of the Magnolia Branch Wildlife Reserve or otherwise.

3. The undersigned Guest hereby assumes full responsibility for and risk of any and all bodily injury, death or property damage arising out of, relating to, or in connection with the presence of the undersigned Guest while the undersigned Guest is in, about, or upon the premises of Magnolia Branch Wildlife Reserve for the purpose of using any of grounds, facilities or equipment thereon.

4. The undersigned Guest hereby certifies by signing below that he/she can swim, or in the alternative, when going into water, shall take all appropriate safety measures such as wearing a Type II life vest.

5. The undersigned Guest hereby certifies by signing below that he/she meets the height and weight requirements related to the Blob and Zip Line activities.

The undersigned Guest further expressly agrees that nothing in this RELEASE AND WAIVER is to be construed as a waiver by the Tribe of sovereign immunity from suit, or as consent by the Tribe to the bringing of any action against the Tribe, its agents, officials, employees, departments, enterprises, or entities in any court of competent jurisdiction.

The undersigned Guest further expressly agrees that the foregoing RELEASE AND WAIVER shall be subject to and governed by the laws of the Poarch Band of Creek Indians and that the Tribal Court of the Poarch Band of Creek Indians shall have original and exclusive jurisdiction over all actions pertaining to or arising out of this Release Agreement. Nothing contained in this Release Agreement or any related documents shall be construed or deemed to provide recourse against any tribal governmental assets. If any provision of this Release Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Release Agreement and shall not affect the validity and enforceability of any remaining provisions

THE UNDERSIGNED GUEST HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY, and further agrees that no representations, statements or inducements apart from the foregoing written statement have been made.

IN WITNESS WHEREOF, on this the _____ day of _____, 20____, I _____, the undersigned Guest has executed this Release Agreement.

(Print Name)

(Signature of Guest)

_____/_____/_____
(Guest's Date of Birth)

Witness, _____
(Print Name)

FOR GUESTS OF MINORITY AGE

I, the undersigned, as parent or guardian of the above Guest, hereby knowingly and voluntarily execute this liability release and waiver with the intent of affirming and making effective all representations made herein by the Guest. I have fully informed myself of the contents of this liability release and waiver, fully understand the terms contained therein, am aware of the legal consequences of signing the release and waiver, and consent to the same and on behalf of myself as well as in my authority as the parent or guardian of the above-named Guest.

Signature of Parent or Guardian _____

Name (Please print) _____

Date _____

